

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 19	
2. Amendment/Modification No. 01		3. Effective Date 2002JUN20		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM SFAE-GCS-W-BCTP JOE CLAYTON (586)753-2084 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLAYTONJ@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000 SCD A PAS NONE ADP PT SC1012		Code S2305A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0010	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2002MAR23	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$61,591,728.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual agreement of the parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MAJ WOLF PETERMANN PETERMAW@TACOM.ARMY.MIL (586)753-2074			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2002JUN20	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 19
	PIIN/SIIN DAAE07-00-D-M051/0010	MOD/AMD 01	
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.			

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES

- This Modification 01 to Delivery Order 0010 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement. This modification is being exercised in accordance with Special Provisions H.3.4 of the contract DAAE07-00-D-M051 to include changes to the delivery schedule and maximum monthly quantities.
- The purpose of this modification is to buy an additional 58 vehicles and incorporate the following configuration changes into the Fiscal Year 2002 vehicles at the Not to Exceed (NTE) prices. The NTEs are addressed in paragraph 6 of this modification.
- Special Provisions H.3.4, subparagraph 3, specifies "Within 60 calendar days from the order date of the First Delivery Order or Follow-on Delivery Order, quantities for each variant configuration may be increased by any quantity from one up to a total order quantity that equals the maximum Fiscal Year limitation." Additionally, this provision specifies "The Top-Up Order quantities, original order quantities and Follow-On Delivery Order quantities placed during the 60 day period will be combined to determine the applicable recurring vehicle price for use in the formula. If the addition quantities yield a recurring vehicle price lower than that used in the original order price calculation, the original order price will be re-calculated and the Government shall receive a downward adjustment in price as applicable."
- Under Delivery Order 0010, we placed an order for 242 IAVs for Fiscal Year 2002. In accordance with Section H.3.4 Table 2, the vehicle unit prices in Column I were utilized. This Modification 01 increases the quantity of vehicles ordered from 242 to 300; consequently, Column H unit prices will be utilized for the additional 58 total vehicles and to recalculate the downward adjustment for the original 242 vehicles. The vehicle mix for the top-up consists of: 34 ICV, 6 RV, 2 MC, 14 CV, 2 MEV vehicles.
- As a result of the 58 additional vehicles, including the downward adjustment for the the existing 242 vehicles, the total vehicle cost is increased by \$60,578,219.00.
- The Government incorporated the following configuration changes into the Fiscal Year 2002 vehicles at the Not to Exceed (NTE) prices. The NTEs are addressed as follows:

- Command, Control, Communication, Surveillance, and Reconnaissance (C4ISR)

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	\$1,411,788.00	\$2,616,248.00	\$4,028,036.00
Obligated:	\$ 352,947.00	\$ 654,062.00	\$1,007,009.00

This NTE is for the hardware and labor costs associated with changing the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) from Version 1.1 to System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3). This action for NTE applies to the following vehicles: 14 CV, 2 MEV, 2 MC and 6 RV. The total vehicle impact of the NTE applies to the following 122 vehicles: 14 CV, 15 MEV, 36 MC and 57 RV.

- Revised Load Lists for the RV, CV, ATGM and ESV

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	\$ 225,500.00	\$ 47,240.00	\$ 272,740.00
Obligated:	\$ 56,375.00	\$ 11,810.00	\$ 68,185.00

The Load List changes for the RV, CV, ATGM, ESV, MEV, MC and FSV that were incorporated by Modifications 08, 12 and 13 to Delivery Order 0001 are hereby incorporated into this Delivery Order 0010. This NTE is for the hardware and labor costs associated with changes to the RV, CV, ATGM, and ESV Load Lists. The MEV, MC and FSV revisions are incorporated at no additional cost. This action for NTE applies to the following vehicles: 6 RV and 14 CV. The total vehicle impact of the NTE applies to the following 117 vehicles: consisting of 57 RV, 14 CV, 36 ATGM and 10 ESV.

- Revised Load List for the ICV

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	\$ 76,540.00	\$ 30,260.00	\$ 106,800.00
Obligated:	\$ 19,135.00	\$ 7,565.00	\$ 26,700.00

The Load List changes for the ICV that were incorporated by Modification 08 to Delivery Order 0001 are hereby incorporated into this Delivery Order 0010. This NTE is for the hardware and labor costs associated with changes to the ICV Load List. This action for NTE applies to the following vehicles: 34 ICV. The total vehicle impact of the NTE applies to 120 ICV.

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.			

d. Litter Lift for the MEV

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	\$ 994,500.00	\$ 153,000.00	\$1,147,500.00
Obligated:	\$ 248,625.00	\$ 38,250.00	\$ 286,875.00

This NTE is for the hardware and labor costs associated with the equitable adjustment for the difference between a fully compliant design (as a baseline for calculating any delta) and the mechanical litter lift system with performance enhancements above the contractual baseline. This action for NTE applies to the following vehicles: 2 MEV. The total vehicle impact of the NTE applies to 15 MEV.

e. Javelin

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	\$ 170,710.00	\$ 67,490.00	\$ 238,200.00
Obligated:	\$ 42,678.00	\$ 16,873.00	\$ 59,550.00

This NTE is for the hardware and labor costs associated with moving the two (2) Javelin and two (2) AT4 missiles from the exterior to within the interior of the ICV. This action for NTE applies to the following vehicles: 34 ICV. The total vehicle impact of the NTE applies to the following vehicles: 120 ICV.

f. M88 Chemical Detector

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	\$4,380,200.00	\$1,049,800.00	\$5,430,000.00
Obligated:	\$1,095,050.00	\$ 262,450.00	\$1,357,500.00

This NTE is for the hardware and labor costs associated with the integration of the M88 Chemical Detector into the IAV, provide mounting, vehicle power, FBCB2 integration, vehicle power remote alarm and a vapor transfer system. This action for NTE applies to the following vehicles: 34 ICV, 6 RV, 14 CV, 2 MEV, and 2 MC. The total vehicle impact of the NTE applies to the following 300 vehicles: 120 ICV, 57 RV, 14 CV, 36 ATGM, 10 ESV, 15 MEV, 36 MC, and 14 FSV.

g. Attendant Seat for the MEV

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	\$ 29,900.00	\$ 4,600.00	\$ 34,500.00
Obligated:	\$ 7,475.00	\$ 1,150.00	\$ 8,625.00

This NTE is for the hardware and labor costs associated with the integration of the Attendant Seat into the MEV. This action for NTE applies to the following vehicles: 2 MEV. The total vehicle impact of the NTE applies to the following vehicles: 15 MEV.

h. ESV Through Hull Connector

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	\$ 18,510.00	\$ 00.00	\$ 18,510.00
Obligated:	\$ 9,255.00	\$ 00.00	\$ 9,255.00

This NTE is for the hardware and labor costs to add a through hull connector with interior harness to the ESV to facilitate control of trailer mounted munitions from inside the ESV. This action for NTE applies to the following vehicles: None. The total vehicle impact of the NTE applies to the following vehicles: 10 ESV.

i. Additional Seat Sixth Seat for the CV

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	\$ 00.00	\$ 85,400.00	\$ 85,400.00
Obligated:	\$ 00.00	\$ 21,350.00	\$ 21,350.00

This NTE is for the hardware and labor costs to add an additional seat (6th Seat) to the CV. The additional seat will be incorporated

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

into the vehicle as a field retrofit at Fort Lewis for the first Brigade. The seat is identical in form and location to the ICV right-side Jump Seat. This action for NTE applies to following vehicles: 14 CV. The total vehicle impact of the NTE applies to the following vehicles: 14 CV.

7. The following four (4) actions include downward adjustments applicable to the Fiscal Year 2002 vehicles whose prices are not yet finalized.

a. Downward Adjustment-Cupola for the RV

This is a downward adjustment for the hardware and labor costs associated with the changes in the sensor suite for the RV, including but not limited to the deletion of the Remote Weapon Station (RWS).

b. Downward Adjustment-Cupola for the FSV

This is a downward adjustment for the hardware and labor costs associated with the changes in the sensor suite for the FSV, including but not limited to the deletion of the Remote Weapon Station (RWS).

c. Downward Adjustment-Mine Detection Equipment for the ESV.

This is a Downward Adjustment for the deletion of the Mine Detection Equipment for the ESV.

d. Downward Adjustment-GFE

The changes to the GFM/E list included in Modification P00014 to the requirements contract are incorporated into this delivery order and will be definitized as a net downward adjustment under a future modification to this delivery order.

8. Section B of this delivery order contains CLIN 9001AA which lists the undefinitized configuration changes.

9. The following clauses apply to the undefinitized changes provided in paragraphs 6 and 7 of this delivery order:

FAR 52.216-24	Limitation of Government Liability
FAR 52.216-26	Payments of Allowable Costs before Definitization
DFARS 52.216-7027	Government Definitization

10. The Limitation of Government Liability clause listed in paragraph 9 is currently 25.0% of the estimated ceiling price applicable to the undefinitized actions listed in paragraphs 6(a), 6(b), 6(c), 6(d), 6(e), 6(f), 6(g), and 6(i). The contractor is authorized to provide individual proposals for each of the changes in paragraph 6(a), 6(b), 6(c), 6(d), 6(e), 6(f), 6(g), and 6(i). The contractor has submitted a qualifying proposal for paragraph 6(h). Therefore, the Limitation of Government Liability for paragraph 6(h) is 50.0% of the NTE.

11. The as the result of this action, the total amount obligated for the undefinitized NTEs and the Limitation of Government Liability is increased by \$1,013,509.00. The total amount obligated and the Limitation of Government Liability is 2,845,049.00. NOTE: PADDS is running a self correcting program to make an administrative correction on Section G of this modification, ACRN AB is changed to ACRN AA. As a result of this change, dollar amounts remain unchanged.

12. Summary of actions affected by this Modification 01:

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
Vehicle Cost	\$ 379,414,616	\$ 60,578,219	\$ 439,992,835
Undefinitized Changes	1,831,540	1,013,509	2,845,049
Total Amount Obligated	\$ 381,246,156	\$ 61,591,728	\$ 442,837,884

13. Unless specifically stated herein, all terms and conditions of Delivery Order 10 remain unchanged and in full force and effect.

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>120</p> <p>NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX039X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W909530031L001 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> 009 <u>DEL REL CD QUANTITY DEL DATE</u> 001 8 28-FEB-2003 002 8 31-MAR-2003 003 10 30-APR-2003 004 DELETED 005 10 30-JUN-2003 006 9 31-JUL-2003 007 DELETED 008 11 30-SEP-2003 009 12 31-OCT-2003 010 DELETED 011 8 31-DEC-2003 012 DELETED 013 10 31-MAY-2003 014 10 31-AUG-2003 015 12 30-NOV-2003 016 12 31-JAN-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS</p>	120	EA	\$ 1,322,322.000	\$ 158,678,640.00

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100AA	REQUISITION.				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010				
	PRODUCTION QUANTITY	36	EA	\$ 1,333,388.000	\$ 48,001,968.00
	NSN: 2320-01-481-8578 NOUN: MORTAR CARRIER FSCM: 19207 PART NR: 12479554 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX041X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W909530031L003 Y00000 M 2 PROJ CD BRK BLK PT 005				
	DEL REL CD QUANTITY DEL DATE 001 4 31-MAR-2003 002 8 28-FEB-2003 003 12 30-SEP-2003 004 DELETED 005 DELETED 006 10 31-AUG-2003 007 2 31-JAN-2004				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010					
0200AA	PRODUCTION QUANTITY	36	EA	\$ 2,207,421.000	\$ 79,467,156.00
	NSN: 2320-01-481-8576 NOUN: ANTI-TANK GUIDED MISSILE VEH FSCM: 19207				

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART NR: 12479559 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX045X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W909530031L007 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> 002 <u>DEL REL CD QUANTITY DEL DATE</u> 003 8 31-DEC-2003 004 DELETED 005 DELETED 006 9 31-JUL-2003 007 8 31-AUG-2003 008 11 30-NOV-2003 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0010				
0300AA	<u>PRODUCTION QUANTITY</u> NSN: 2320-01-481-8572 NOUN: RECONNAISSANCE VEHICLE FSCM: 19207 PART NR: 12479552 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX040X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL	57	EA	\$ 1,213,621.000	\$ 69,176,397.00

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div> <div> <div>REL CD</div> <div>MILSTRIP</div> <div>ADDR</div> <div>SIG CD</div> <div>MARK FOR</div> <div>TP CD</div> </div> <div> <div>001</div> <div>W909530031L002</div> <div>Y00000</div> <div>M</div> <div></div> <div>2</div> </div> </div> <div> <div>PROJ CD</div> <div>BRK BLK PT</div> </div> <div>008</div> <div> <div>DEL REL CD</div> <div>QUANTITY</div> <div>DEL DATE</div> </div> <div> <div>001</div> <div>DELETED</div> <div></div> </div> <div> <div>002</div> <div>12</div> <div>30-APR-2003</div> </div> <div> <div>003</div> <div>12</div> <div>31-MAY-2003</div> </div> <div> <div>004</div> <div>DELETED</div> <div></div> </div> <div> <div>005</div> <div>DELETED</div> <div></div> </div> <div> <div>006</div> <div>3</div> <div>31-JAN-2004</div> </div> <div> <div>007</div> <div>8</div> <div>31-MAR-2003</div> </div> <div> <div>008</div> <div>12</div> <div>30-JUN-2003</div> </div> <div> <div>009</div> <div>4</div> <div>30-NOV-2003</div> </div> <div> <div>010</div> <div>6</div> <div>31-DEC-2003</div> </div> <div> <div>FOB POINT: Origin</div> </div> <div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u></div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP-TO) WILL BE FURNISHED PRIOR</div> <div>TO THE SCHEDULED DELIVERY DATE FOR</div> <div>ITEMS REQUIRED UNDER THIS</div> <div>REQUISITION.</div> </div> <div> <div><u>CONTRACT/DELIVERY ORDER NUMBER</u></div> <div>DAAE07-00-D-M051/0010</div> </div>				
0400AA	<div> <div><u>PRODUCTION QUANTITY</u></div> <div>NSN: 2320-01-481-8574</div> <div>NOUN: FIRE SUPPORT VEHICLE</div> <div>FSCM: 19207</div> <div>PART NR: 12479556</div> <div>SECURITY CLASS: Unclassified</div> <div>CLIN CONTRACT TYPE:</div> <div>Firm-Fixed-Price</div> <div>PRON: X12GX046X1 PRON AMD: 05 ACRN: AA</div> <div>AMS CD: 31107180008</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u></div> <div>DOC SUPPL</div> <div> <div>REL CD</div> <div>MILSTRIP</div> <div>ADDR</div> <div>SIG CD</div> <div>MARK FOR</div> <div>TP CD</div> </div> <div> <div>001</div> <div>W909530031L008</div> <div>Y00000</div> <div>M</div> <div></div> <div>2</div> </div> <div> <div>PROJ CD</div> <div>BRK BLK PT</div> </div> <div>004</div> <div> <div>DEL REL CD</div> <div>QUANTITY</div> <div>DEL DATE</div> </div> <div> <div>001</div> <div>4</div> <div>30-APR-2003</div> </div> </div>	12	EA	\$ 1,501,237.000	\$ 18,014,844.00

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	002 3 31-JUL-2003 003 5 30-SEP-2003 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0010				
0500AA	<u>PRODUCTION QUANTITY</u> NSN: 2320-01-481-8570 NOUN: ENGINEER SQUAD VEHICLE FSCM: 19207 PART NR: 12479557 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX043X1 PRON AMD: 04 ACRN: AA AMS CD: 31107180008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W909530031L005 Y00000 M 2 <u>PROJ CD</u> <u>BRK BLK PT</u> 003 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 3 28-FEB-2003 002 7 31-OCT-2003 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0010	10	EA	\$ 2,372,271.000	\$ 23,722,710.00
0600AA	<u>PRODUCTION QUANTITY</u>	14	EA	\$ 1,653,680.000	\$ 23,151,520.00

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NSN: 2320-01-481-8573 NOUN: COMMANDER'S VEHICLE FSCM: 19207 PART NR: 12479555 SECURITY CLASS: Unclassified PRON: X12GX042X1 PRON AMD: 03 ACRN: AA AMS CD: 31107180008</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W909530031L004 Y00000 M 1 <u>PROJ CD BRK BLK PT</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-JUN-2003 002 7 31-JUL-2003 003 6 31-JAN-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0010</p>				
0700AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2320-01-481-8580 NOUN: MEDICAL EVACUATION VEHICLE FSCM: 19207 PART NR: 12479558 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX044X1 PRON AMD: 04 ACRN: AA AMS CD: 31107180008</p> <p><u>Packaging and Marking</u></p>	15	EA	\$ 1,318,640.000	\$ 19,779,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001AA	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG_CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W909530031L006 Y00000 M 2 <u>PROJ_CD</u> <u>BRK BLK PT</u> 00A <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 4 31-MAY-2003 002 4 30-JUN-2003 003 DELETED 004 7 31-OCT-2003 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0010				
	<u>SERVICES LINE ITEM</u> NOUN: UNDEFINITIZED VEHICLE CHANGES SECURITY CLASS: Unclassified PRON: X12GX054X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-JAN-2004 (E) \$ 2,845,049.00				
	Change A				
	Not to Exceed (NTE) for C4ISR				
	This NTE is the revised total action for the hardware associated with changing the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) from Version 1.1 to System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3).				
	The NTE proposal for Fiscal Year 2002 is listed				
				\$ 2,845,049.00	

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
	<p>below:</p> <table><tr><td></td><td>Ceiling</td><td>Obligated</td></tr><tr><td>C4ISR</td><td>4,028,036.00</td><td>\$1,007,009.00</td></tr><tr><td>//////////</td><td>//////////</td><td>//////////</td></tr></table> <p>CHANGE B</p> <p>Not to Exceed (NTE) for revised load lists for the RV, CV, ATGM and ESV.</p> <p>This NTE is the revised total action for the hardware and labor costs associated with the revised load lists (RV, CV, ATGM and ESV) for the JV proposal received 11 Feb 2002.</p> <p>The NTE proposal for Fiscal Year 2002 is listed below:</p> <table><tr><td></td><td>Ceiling</td><td>Obligated</td></tr><tr><td>Revised load lists</td><td>\$272,740.00</td><td>\$68,185.00</td></tr><tr><td>//////////</td><td>//////////</td><td>//////////</td></tr></table> <p>CHANGE C</p> <p>Not to Exceed (NTE) for revised load list for the ICV.</p> <p>This NTE is the revised total action for the hardware and labor costs associated with the revised ICV load list for the JV proposal received 06 Feb 2002.</p> <p>The NTE proposal for Fiscal Year 2002 is listed below:</p> <table><tr><td></td><td>Ceiling</td><td>Obligated</td></tr><tr><td>Rev. ICV load list</td><td>\$106,800.00</td><td>\$ 26,700.00</td></tr><tr><td>//////////</td><td>//////////</td><td>//////////</td></tr></table> <p>CHANGE D</p> <p>Not to Exceed (NTE) for Litter Lift for the MEV.</p> <p>This NTE is the revised total action for the hardware and labor costs associated with an equitable adjustment for the difference between a fully compliant design (as a baseline for calculating any delta) and the mechanized litter lift system with performance enhancements above the contractual baseline.</p> <p>The NTE proposal for Fiscal Year 2002 is listed below:</p> <table><tr><td></td><td>Ceiling</td><td>Obligated</td></tr><tr><td>NTE for MEV Litter Lift</td><td>\$1,147,500.00</td><td>\$286,875.00</td></tr><tr><td>//////////</td><td>//////////</td><td>//////////</td></tr></table>		Ceiling	Obligated	C4ISR	4,028,036.00	\$1,007,009.00	//////////	//////////	//////////		Ceiling	Obligated	Revised load lists	\$272,740.00	\$68,185.00	//////////	//////////	//////////		Ceiling	Obligated	Rev. ICV load list	\$106,800.00	\$ 26,700.00	//////////	//////////	//////////		Ceiling	Obligated	NTE for MEV Litter Lift	\$1,147,500.00	\$286,875.00	//////////	//////////	//////////				
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>CHANGE E</p> <p>Not to Exceed (NTE) for the Javelin</p> <p>This NTE is the revised total action for the hardware and labor costs associated with the moving the two (2) Javelin and two (2) AT4 missiles from the exterior to within the interior of the ICV.</p> <p>The NTE proposal for Fiscal Year 2002 is listed below:</p> <table><tr><td></td><td>Ceiling</td><td>Obligated</td></tr><tr><td>Javelin</td><td>\$238,200.00</td><td>\$59,550.00</td></tr></table> <p>////////// //////////// ////////////</p> <p>CHANGE F</p> <p>Not to Exceed (NTE) for the M88 Chemical Detector</p> <p>This NTE is the revised total action for the hardware and labor costs associated with the integration of the M88 Chemical Detector into the IAV, provide mounting, vehicle power, FBCB2 integration, vehicle power remote alarm and a vapor transfer system.</p> <p>The NTE proposal for Fiscal Year 2002 is listed below:</p> <table><tr><td></td><td>Ceiling</td><td>Obligated</td></tr><tr><td>M88 Detector</td><td>\$5,430,000.00</td><td>\$ 1,357,500.00</td></tr></table> <p>////////// //////////// ////////////</p> <p>CHANGE G</p> <p>Not to Exceed (NTE) for Attendant Seat for the MEV.</p> <p>This NTE is the revised total action for the hardware and labor costs associated with the integration of the Attendant Seat for the MEV.</p> <p>The NTE proposal for Fiscal Year 2002 is listed below:</p> <table><tr><td></td><td>Ceiling</td><td>Obligated</td></tr><tr><td>Attendant Seat</td><td>\$34,500.00</td><td>\$8,625.00</td></tr></table> <p>////////// //////////// ////////////</p> <p>CHANGE H</p> <p>Not to Exceed (NTE) for ESV through connector</p> <p>This NTE is the revised total action for the hardware and labor costs to add a through connector with interior harness to the ESV to facilitate control of the trailer mounted munitions from inside the ESV.</p> <p>The NTE proposal for Fiscal Year 2002 is listed</p>		Ceiling	Obligated	Javelin	\$238,200.00	\$59,550.00		Ceiling	Obligated	M88 Detector	\$5,430,000.00	\$ 1,357,500.00		Ceiling	Obligated	Attendant Seat	\$34,500.00	\$8,625.00				
	Ceiling	Obligated																					
Javelin	\$238,200.00	\$59,550.00																					
	Ceiling	Obligated																					
M88 Detector	\$5,430,000.00	\$ 1,357,500.00																					
	Ceiling	Obligated																					
Attendant Seat	\$34,500.00	\$8,625.00																					

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<p>below:</p> <table><tr><td></td><td>Ceiling</td><td>Obligated</td></tr><tr><td>Through Hull Conn.</td><td>\$18,510.00</td><td>\$9,255.00</td></tr></table> <p>////////// ////////// //////////</p> <p>CHANGE I</p> <p>Not to Exceed (NTE) for Additional Seat for the CV.</p> <p>This NTE is the revised total action for the hardware and labor costs associated with the integration of the additional Seat for the CV.</p> <p>The NTE proposal for Fiscal Year 2002 is listed below:</p> <table><tr><td></td><td>Ceiling</td><td>Obligated</td></tr><tr><td>Additional Seat-CV</td><td>\$85,400.00</td><td>\$21,350.00</td></tr></table> <p>////////// ////////// //////////</p> <p>////////// ////////// //////////</p> <p>CHANGE J</p> <p>Downward Adjustment-RV Cuppola</p> <p>This downward adjustment is the revised total action for the hardware and labor costs associated with the changes in the sensor suite for the RV, including but not limited to the deletion of the Remote Weapon Station (RWS).</p> <p>////////// ////////// //////////</p> <p>CHANGE K</p> <p>Downward Adjustment-FSV Cuppola is the revised total action.</p> <p>This downward adjustment is the revised total action for the hardware and labor costs associated with the changes to the sensor suite for the FSV, including but not limited to the deletion of the Remote Weapon Station (RWS).</p> <p>////////// ////////// //////////</p> <p>CHANGE L</p> <p>Downward Adjustment-ESV Mine Detection Equipment</p> <p>This is a downward adjustment is the revised total action for the deletion of the mine detection equipment for the ESV.</p> <p>////////// ////////// //////////</p>		Ceiling	Obligated	Through Hull Conn.	\$18,510.00	\$9,255.00		Ceiling	Obligated	Additional Seat-CV	\$85,400.00	\$21,350.00				
	Ceiling	Obligated															
Through Hull Conn.	\$18,510.00	\$9,255.00															
	Ceiling	Obligated															
Additional Seat-CV	\$85,400.00	\$21,350.00															

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F013)				

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0001AA	X12GX039X1 31107180008	AA	1 2GXP01	\$	117,131,312.00	\$ 41,547,328.00	\$	158,678,640.00
0100AA	X12GX041X1 31107180008	AA	1 2GXP01	\$	56,034,312.00	\$ -8,032,344.00	\$	48,001,968.00
0200AA	X12GX045X1 31107180008	AB	1 2GXP01	\$	81,851,184.00	\$ -81,851,184.00	\$	0.00
0200AA	X12GX045X1 31107180008	AA	1 2GXP01	\$	0.00	\$ 79,467,156.00	\$	79,467,156.00
0300AA	X12GX040X1 31107180008	AA	1 2GXP01	\$	63,751,530.00	\$ 5,424,867.00	\$	69,176,397.00
0400AA	X12GX046X1 31107180008	AA	1 2GXP01	\$	18,555,288.00	\$ -540,444.00	\$	18,014,844.00
0500AA	X12GX043X1 31107180008	AA	1 2GXP01	\$	24,434,390.00	\$ -711,680.00	\$	23,722,710.00
0600AA	X12GX042X1 31107180008	AA	1 2GXP01	\$	0.00	\$ 23,151,520.00	\$	23,151,520.00
0700AA	X12GX044X1 31107180008	AA	1 2GXP01	\$	17,656,600.00	\$ 2,123,000.00	\$	19,779,600.00
9001AA	X12GX054X1 31107180008	AB	1 2GXP01	\$	1,831,540.00	\$ -1,831,540.00	\$	0.00
9001AA	X12GX054X1 31107180008	AA	1 2GXP01	\$	0.00	\$ 2,845,049.00	\$	2,845,049.00
					NET CHANGE	\$ 61,591,728.00		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION			ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21	22033000025R5R07P31107131E9	S20113	W56HZV	\$ 61,591,728.00
NET CHANGE						\$ 61,591,728.00

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	381,246,156.00	\$	61,591,728.00	\$	442,837,884.00

Note: PADDs is running a self correcting program to make an administrative correction, ACRN AB is changed to ACRN AA. As a result of this change, dollar amounts remain unchanged.

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
H-1 CHANGED 52.216-24		LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract under CLIN 9001AA, the Contractor is not authorized to make expenditures or incur obligations exceeding the revised obligated dollar amounts for each action listed in paragraph 6 of the Section A narriative of this modification.			
(b) The maximum amount for which the Government shall be liable if this delivery order is terminated is limited to the individual obligated amounts provided in paragraph 6 of the Section A narrative of this delivery order. The total Limitation of Government Liability for the total revised action is \$2,845,049.00 dollars.			
(End of clause)			

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 252.217-7027		CONTRACT DEFINITIZATION	OCT/1998

12 (a) A firm-fixed-price adjustment is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a qualifying proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	12 Dec 2002
Submission of Proposal:	19 Jul 2002
Beginning of Negotiations:	29 Jul 2002
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	19 Jul 2002

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from the undefinitized portion of this contract action will include a negotiated price in no event to exceed \$4,054,038.00 for the current action and \$ 11,361,686.00 for the total revised action.

[End of Clause]

I-2 CHANGED 52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	APR/1984
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(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government shall promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

- (1) One hundred percent of approved costs representing progress payments to subcontractors under fixed-price subcontracts; provided, that the Government's payment to the Contractor shall not exceed 80 percent of the allowable costs of those subcontractors.
- (2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.
- (3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;"> PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD 01 </p>	<p style="text-align: center;">Page 19 of 19</p>
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

business concerns) not more often than every two weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

- (d) Allowable costs. For the purpose of determining allowable costs, the term costs includes--
- (1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - (2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--
 - (i) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;
 - (ii) Direct labor;
 - (iii) Direct travel;
 - (iv) Other direct in-house costs; and
 - (v) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
 - (3) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.
- (e) Small business concerns. A small business concern may receive more frequent payments than every two weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though it has not yet paid for such items or services.
- (f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.
- (End of clause)